

A G R E E M E N T

THIS AGREEMENT made and entered into this 11 day of June, 1975, by and between Rita Kiser the duly appointed and acting conservator of the estate of John B. Belek, as Party of the First Part, and Duane Menke and Patricia Menke, husband and wife and Menco Corporation, a Nebraska corporation, as Parties of the Second Part.

WITNESSETH:

That John B. Belek is the owner of the following described real estate which property abuts the development known as Whispering Timbers and is legally described as follows:

Tax Lot Eleven (11) and the North two (2) acres of Tax Lot One (1), Fairhill Addition, Sarpy County, Nebraska,

and

WHEREAS, the Party of the First Part has certain objections to the proposed rezoning of all of the real estate within the Whispering Timbers development; and

WHEREAS, the Parties of the Second Part are desirous of satisfying all the objections prior to a public hearing on the proposed rezoning to be held on March 13, 1975, and

WHEREAS, this Agreement reduces to writing an Agreement made between the Party of the First Part and the Parties of the Second Part on March 10, 1975,

NOW, THEREFORE, in consideration of the promises and covenants contained herein the parties hereto hereby agree as follows:

1. That this Agreement reduces to writing the Agreement entered into by and between the parties hereto on March 10, 1975 prior to the meeting of the City Council of the City of Bellevue.
2. That as part of the consideration for this Agreement

Handwritten notes:
Mr. 1594/11/1/75
D. Belek
A. Helber
Agreed by Secretary
N. 2000/1/1/75

Handwritten: Heat 46274

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the Parties of the Second Part agree to enter into a similar Agreement with George L. Belek and Kamilla Belek, husband and wife, being a part of the consideration in and for this Agreement.

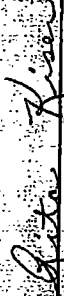
3. That the Party of the First Part hereby agrees not to raise any objections to the proposed rezoning which was presented for hearing before the City Council of the City of Bellevue, Sarpy County, Nebraska, on the date that this Agreement was orally entered into.


4. It is agreed by and between the Party of the First Part and the Parties of the Second Part that the Parties of the Second Part shall be required to obtain the prior written consent of the Party of the First Part before the real estate herein described shall be included within a Sanitary and Improvement District and before any improvements of any type shall be made to Camp Gifford Road.


5. It is the intention of the parties hereto and the parties hereto specifically agree that no improvements shall be made to Camp Gifford Road without the prior written consent of the Party of the First Part, said Agreement being a part of the consideration of this Agreement.

6. That this Agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first above written.


Conservator of John B. Belek
Party of the First Part


Duane Menke


Patricia Menke

and

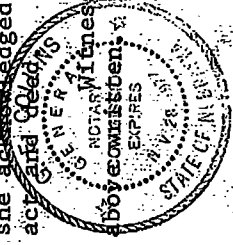
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MENCO CORPORATION

BY *Duane J. Menke*
Its President
Parties of the Second Part

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

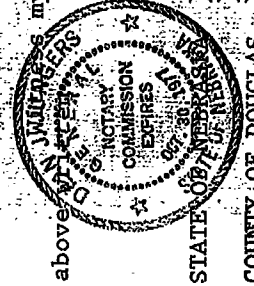
On this 31 day of March, 1975, personally appeared before me the undersigned Notary Public, Rita Kiser, conservator of the estate of John B. Belek, to me personally known, and she acknowledged the execution of this Agreement to be her voluntary act and deed.



I, *Rita Kiser*
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 11 day of June, 1975, personally appeared before me, the undersigned Notary Public, Duane Menke and Patricia Menke, husband and wife, to me personally known, and they and each of them acknowledged the execution of this Agreement to be their voluntary act and deed.

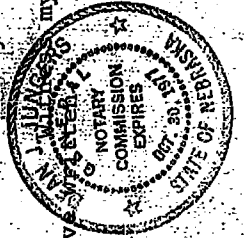


above *Duane Menke* witnesses my hand and Notarial Seal the day and year last above.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 11 day of June, 1975, personally appeared before me, the undersigned Notary Public, *Duane Menke* President of Menco Corporation, to me personally known, and he personally and as President of said Menco Corporation, acknowledged the execution of this Agreement to be his and its voluntary act and deed.



above *Duane Menke* witnesses my hand and Notarial Seal the day and year last above.

Notary Public